

1 BILL NO. S-81-12-40

2 SPECIAL ORDINANCE NO. S- 03-82

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 353-81,
6 between the City of Fort Wayne, Indiana
7 and Scheidleman Excavating, Inc. for
8 installation of Idlewood Drive Sanitary
9 Sewer.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
11 WAYNE, INDIANA:

12 SECTION 1. That a certain contract, dated December 2,
13 1981, between the City of Fort Wayne, Indiana, by and through its
14 Mayor and the Board of Public Works, and Scheidleman Excavating,
15 Inc., Contractor, for:

16 construction of a sanitary sewer in the
17 Idlewood Drive area beginning at a proposed
18 sanitary sewer manhole over an existing 8"
19 sanitary sewer located 17+ feet east of the
20 North west corner of the south half of Lot 13
21 of Wayne Haven Addition as recorded by Plat Book
22 6 page 61, thence south parallel with the west line
23 of said Lot 13, 224+ lineal feet, thence south
24 parallel with the west line of said Lot 13, 244+
lineal feet, thence east along a line 16+ feet
south of a nd parallel to Idlewood Drive 193+
lineal feet to proposed Manhole #3.
Lateral A - Beginning at the above described Manhole
#3, thence north along a line 152.5+ feet west
of and parallel with the centerline of Sheridan
Road 165+ lineal feet, terminating at a proposed
cleanout. Lateral B-Beginning at the above
described Manhole #3, thence south along a line
152.5+ feet west of and parallel with the centerline
of Sheridan Road 135+ lineal feet, terminating at
a proposed cleanout.

25 under Board of Public Works Sewer Improvement Resolution No. 353-
26 81, at a total cost of 16,012.20, all as more particularly set
27 forth in said contract with is on file in the office of the Board
28 of Public Works and is by reference incorporated herein and made
29 a part hereof, be and the same is in all things hereby ratified,
30 confirmed and approved.

31 SECTION 2. That this Ordinance shall be in full force and
32 effect from and after its passage and approval by the Mayor.


COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY DECEMBER 18, 1981



BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: _____

CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~REST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-12-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 8-03-82
on the 12th day of January, 1982.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of January, 1982, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 14th day of January, 1982, at the hour of 3 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

Read the first time in full and on motion by Burns, seconded by Salter, and duly adopted, read the second time by title and referred to the Committee City Health (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 12-22-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GIAQUINTA</u>	_____	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	_____	_____
<u>SCHOMBURG</u>	_____	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: _____

CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. _____ on the _____ day of _____, 19____.

ATTEST: (SEAL)

CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____, at the hour of _____ o'clock _____ M., E.S.T.

CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this _____ day of 19____, at the hour of _____ o'clock _____ M., E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-12-40

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution
No. 353-81, between the City of Fort Wayne, Indiana and Scheidleman
Excavating, Inc. for installation of Idlewood Drive Sanitary Sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

1-12-82
CONCURRED IN
DATE _____ CHARLES W. S. CHURMAN, CITY CLERK

71-134-11
12/2/81
C/1
Orij-
CONTRACT NO. 353-1981

Board Order No. 106-81

Work Order No. 72652

THIS CONTRACT made and entered into in triplicate this 2nd day of December, 1981, by and between Scheidleman Excavating, Inc., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

MAIN LINE

Beginning at a proposed sanitary sewer manhole over an existing 8" sanitary sewer located 17± feet east of the Northwest corner of the south half of Lot 13 of Wayne Haven Addition as recorded by Plat Book 6, page 61, thence south parallel with the west line of said Lot 13, 224± lineal feet, thence east along a line 16± feet south of and parallel to Idlewood Drive 193± lineal feet to proposed Manhole #3, there terminating.

LATERAL A

Beginning at the above described Manhole #3, thence north along a line 152.5± feet west of and parallel with the centerline of Sheridan Road 165± lineal feet, terminating at a proposed cleanout.

LATERAL B

Beginning at the above described Manhole #3, thence south along a line 152.5± feet west of and parallel with the centerline of Sheridan Road 135± lineal feet, terminating at a proposed cleanout.

Said sewer shall be 8" in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11082, Sheets 1 thru 3, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of sixteen thousand twelve and 20/100 dollars (\$16,012.20). In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal:

Contract No. 353-1981

8" Sewer Pipe	Eleven and 36/100 dollars	\$11.36
Type I-A Manhole	Eight hundred fourteen dollars and no/100	814.00
Standard Cleanout	Fifty-five dollars and no/100	55.00
6" Tap Ext. to PL Incl. Permit	Eighty dollars and 60/100	80.60
9"-6" Held Tile Replacement	One dollar and no/100	1.00
Double Chip & Seal	One dollar and 93/100	1.93
Stone Driveway	Five dollars and 70/100	5.70
4" Asphalt Drive	Sixteen dollars and 50/100	16.50
Seeding & 2" Mulch	No dollars and 25/100	0.25
Special Backfill	Eight dollars and 25/100	8.25
Special #73 Backfill	Twelve dollars and 50/100	12.50
4" HAC Base for Trench Cut	Fourteen dollars and 30/100	14.30

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments if applicable on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of State of Indiana and Ordinances of City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Statutes of State of Indiana and Ordinances of City of Fort Wayne attached hereto and made a part hereof. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 353-1981.
- B. Instructions to Bidders for Contract No. 353-1981.
- C. Contractor's Proposal Dated 11-18-1981.
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11082.
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted February 26, 1976 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Special Provisions.
- G. Workmen's Compensation Act Statutes of State of Indiana and Ordinances of City of Fort Wayne.
- H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.

- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SCHIEDLEMAN EXCAVATING, INC.

BY: *John D. Schiedleman*

John D. Schiedleman, President

BY: *Wayne Schiedleman*Secretary, Secretary

CITY OF FORT WAYNE, INDIANA

BY: *Win Moses, Jr.*

Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Richard Schiedleman
ASSOCIATE CITY ATTORNEY

BOARD OF PUBLIC WORKS

Thomas Latchem
Thomas Latchem, Chairman*Roberta Anderson Staten*
Roberta Anderson Staten, Member*Betty P. Collins*
Betty Collins, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1981.

(SPECIMEN FORM)
CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
PERFORMANCE AND GUARANTY BOND

SP 1665

KNOW ALL MEN BY THESE PRESENTS, that we SCHÉIDLEMAN EXCAVATING, INC.
6225 Stoney Creek Drive, Fort Wayne, Indiana 46825
(Contractor or Developer) as Principal, and the Guard Casualty & Surety Ins. Co.
(Insurance Company), a corporation organized under the laws of the State of
Indiana, November 30, 1981 (State and Date), and duly authorized to transact
business in the State of Indiana, as Surety, are held firmly bound unto the City
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$16,012.20
(value of work) for the payment whereof well and truly to be made, the Principal
and the Surety bind themselves, their heirs, executors, administrators, succes-
sors and assigns, jointly and severally, firmly by those present. The condition
of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied
for authority to construct or cause to be constructed, a water main to become
part of the City's water distribution system, which said water main is to be
built and constructed according to plans and specifications prepared by or
approved by City and known as the Idlewood Drive Sanitary Sewer; and
(Name of Project)

Resolution No. 353-1981


WHEREAS, the grant of authority by City to so construct such water main
provides:

1. That said water main shall be completed according to said plans and speci-
fications, and warrant and guarantee all work, material, conditions of the
water main for a period of one (1) year from the date of final acceptance
in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice; and,
4. To agree to maintain said water main for a period of one (1) year following
written acceptance by the City of said water main; and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

ATTEST:

 Scheidleman
Secretary
(Title)

SCHEIDLEMAN EXCAVATING, INC.
(Contractor or Developer)

BY: [Signature]
(Name)

[Signature]
(Title)

Guard Casualty & Surety Insurance Co.
(Insurance Company) Surety

*BY: [Signature]
Authorized Agent

J. R. MORFORD, Attorney-in-Fact

*If signed by an agent,
power of attorney must be attached

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared

JOHN D. SCHEIDLEMAN, President
(name) (title)

and J.R. Morford, President
(name) (title)

of Donaldson, Morford & Company, Inc. and
(company)

Attorney in Fact, for said Guard Casualty and Surety Insurance Company
as surety, with both of whom I am personally acquainted, and acknowledged that
they subscribed their signatures to the above and foregoing bond, in their
respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 23rd day of November,
19 81.

Reba H. Collins
Notary Public
Resident of Marion County, IN.

My Commission Expires:

2-15-81

GUARD CASUALTY AND SURETY INSURANCE COMPANY

129 E. Market St., Indianapolis, Indiana 46204
(317) 638-1833

SP N^o 1665

KNOW ALL MEN BY THESE PRESENTS, GUARD CASUALTY AND SURETY INSURANCE COMPANY a corporation duly organized under the laws of the State of Indiana, and having its general office in the city of Indianapolis, State of Indiana, has made, constituted and appointed, and does by these presents, make, constitute and appoint.

J. R. Morford

of Indianapolis, Indiana

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign and deliver in its behalf as Surety, any and all kinds of Surety Bonds, except as limited hereon, and to bind GUARD CASUALTY AND SURETY INSURANCE COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of GUARD CASUALTY AND SURETY INSURANCE COMPANY and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed, provided that the liability of the Company as surety on any such bond executed under this authority shall not exceed

ONE HUNDRED THOUSAND DOLLARS

THIS POWER VOID IF ALTERED OR ERASED OR IF POWER NUMBER IS NOT IN BLUE INK.

(This power does not authorize the execution of bonds for loan, financial or bank guarantees.)

The acknowledgement and execution of any such document by said Attorney-in-Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

GUARD CASUALTY AND SURETY INSURANCE COMPANY further certifies that the following is a true and exact copy of a resolution of the Board of Directors of GUARD CASUALTY AND SURETY INSURANCE COMPANY, duly adopted and now in force, to wit: All bonds of the corporation shall be executed in the corporate name of the Company by the President, any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, or any Assistant Secretary may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds in the name of the Company.

May

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of

12

82

19

, but until such time shall be irrevocable and in full force and effect.

IN WITNESS WHEREOF, the said GUARD CASUALTY AND SURETY INSURANCE COMPANY has caused these presents to be executed by its officer, with its corporate seal affixed, this date of November 30, 19 81

GUARD CASUALTY AND SURETY INSURANCE COMPANY

By

Leon E. Ellis

STATE OF INDIANA
COUNTY OF MARION

)
)

SS:

President

On this November 30, 19 81, before me, a Notary Public, personally appeared Leon E. Ellis who being by me duly sworn, acknowledged that he signed the above Power-of-Attorney as an officer of the said GUARD CASUALTY AND SURETY INSURANCE COMPANY and acknowledged said instrument to be the voluntary act and deed of the corporation.

My commission expires: July 1, 1982

A. B. Brown

Notary Public

SPECIMEN FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

SCHIEDLEMAN EXCAVATING, INC.

6225 Stoney Creek Drive, Fort Wayne, Indiana 46825

a Corporation hereinafter called

Principal, and Guard Casualty and Surety Company
(Name of Surety)

Indianapolis, Indiana

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of sixteen thousand twelve and 20/100 dollars (\$16,012.20) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the _____ day of _____, 19____, for construction of:

a sanitary sewer to serve the south $\frac{1}{2}$ of lot 12, and lot 13 of Wayne Havon Addition (Resolution 353-1981).

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11082 Sheet(s) 1 through 3 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted July 23, 1980 and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 19____.

SCHIEDLEMAN EXCAVATING, INC.

ATTEST:

(Principal)

(Principal) Secretary

BY: _____ [S]
John D. Schiedleman

[SEAL]

(Witness as to Principal)

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

By _____
Attorney-in-Fact

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

SCHEIDLEMAN EXCAVATING, INC.

6225 Stoney Creek Drive

a Corporation, hereinafter called Principal,

and _____

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of sixteen thousand twelve and 20/100 Dollars (\$16,012.20) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19____, for the construction of a sanitary sewer to serve the south one half of lot 13 and lot 12 of Wayne Haven Addition Resolution 353-1981 all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11082, Sheet(s) 1 through 3 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery,

equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 19____.

ATTEST:

SCHEIDLEMAN EXCAVATING, INC.

Principal

(Principal) Secretary

[SEAL]

By _____ [S]

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

(Surety) Secretary

[SEAL]

Witness as to Surety

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
 - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 19____, by and between _____ (herein called Escrow Agent), City of Fort Wayne, Indiana (herein called Owner), and Schiedleman Excavating, Inc., (herein called Contractor).

WHEREAS, Owner and Contractor entered into a contract dated _____, providing for the construction by the Contractor of a public building, work or improvement subject to the provisions of IC 1971, 5-1605.5; and

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereafter deliver or cause to be delivered to Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.

2. Escrow Agent will promptly invest the Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.

3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:

- a. In the manner directed by the joint written authorization of the Owner and Contractor.
- b. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of the Architect's certificate or Architect-Engineer's certificate pursuant to Article 2.2.01e of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- c. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in (b) above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the Manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 1971 5-16-5.5.

5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be computed as follows:

- a. A charge of _____ for the first twelve month period, such charge to be assessed at the end of the first year or upon termination of the agreement
- b. An additional charge of _____ for the second twelve month period, such charge to be assessed at the end of the second year or upon termination of the agreement
- c. If the agreement is still in effect two years from the initial investment date, charges for periods beyond two years shall be renegotiated.

Provided, however, that the escrow fee shall be commensurate with fees now being charged for the handling of escrow accounts of like size and duration.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

(ESCROW AGENT)

(OWNER)

BY

(CONTRACTOR)

ITS BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA

AUTHORIZATION OF PAYMENT

The undersigned Owner and Contractor hereby direct _____
_____ ("Escrow Agent") to advance to the Contractor the
sum of _____ Dollars
(\$ _____) pursuant to Section 3 of the Escrow Agreement dated
_____, 19____, by and between the aforementioned parties,
including accrued income, less the escrow fee.

(OWNER)

(CONTRACTOR)

BY

BY

Its Board of Public Works

WAIVER OF RIGHT TO HAVE ESCROW FUNDS DEPOSITED
IN INTEREST BEARING ACCOUNT

THIS AGREEMENT, made this _____ day of _____, 19____,
by and between Schiedleman Excavating, Inc., Contractor, and City of Fort Wayne,
Owner;

WITNESSETH:

WHEREAS, Contractor and Owner have entered into the contract dated
_____ for the construction of Idlewood Drive Sanitary Sewer,
Resolution 353-1981; and

WHEREAS, by the terms of said contract, Owner is entitled to retain portions
of the payments due and to become due to the Contractor on account of said work;
and

WHEREAS, Contractor has the right to have said funds placed in an interest
bearing escrow account; and

WHEREAS, Contractor desires to waive said right and agrees to accept the
principal only when due of said funds so retained.

NOW, THEREFORE, Contractor on behalf of himself and all of his subcontractors,
workmen and materialmen, does hereby waive his right to have retainage placed in
an interest bearing account.

Owner agrees to retain and hold said funds and to pay the same when due
without interest thereon.

Contractor

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

BY _____
BY _____
BY _____

Contract No. 353-1981

NOTICE OF AWARD

TO: Schiedleman Excavating, Inc.

6225 Stoney Creek Drive

Fort Wayne, IN 46808

PROJECT Description: Idlewood Drive Sanitary Sewer Resolution 353-1981

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated November 18, 1981, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$16,012.20.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19_____.

Owner

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF
AWARD is hereby acknowledged

by _____,

this the _____ day

of _____ 19 ____

BY _____

Title _____

NOTICE TO PROCEED

To: Schiedleman Excavating, Inc.

Date: _____

Project: Idlewood Drive SanitarySewer Resolution 353-1981

You are hereby notified to proceed in accordance with your contract dated _____, 19____, on the project and you are to complete the project within 120 consecutive calendar days thereafter.

Therefore, the date for the completion of this project is _____, 19____.

Owner:
BOARD OF PUBLIC WORKS

Thomas W. Latchem, Chairman

Roberta Anderson Staten, Member

Betty R. Collins, Member

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged by

_____,
this the _____ day
of _____, 19____

BY _____

Title _____



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

December 8, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: SEWER RESOLUTION 353-81, IDLEWOOD DRIVE SANITARY SEWER

Gentlemen and Mrs. Schmidt:

The Contract for Sewer Resolution 353-81; Idlewood Drive Sanitary Sewer has been awarded to Scheidleman Excavating, Inc. This is for the installation of the following: MAIN LINE - Beginning at a proposed sanitary sewer manhole over an existing 8" sanitary sewer located 17+ feet east of the Northwest corner of the south half of Lot 13 of Wayne Haven Addition as recorded by Plat Book 6, page 61, thence south parallel with the west line of said Lot 13, 224+ lineal feet, thence east along a line 16+ feet south of and parallel to Idlewood Drive 193+ lineal feet to proposed Manhole #3, there terminating.

LATERAL A - Beginning at the above described Manhole #3, thence north along a line 152.5+ feet west of and parallel with the centerline of Sheridan Road 165+ lineal feet, terminating at a proposed cleanout. LATERAL B - Beginning at the above described Manhole #3, thence south along a line 152.5+ feet west of and parallel with the centerline of Sheridan Road 135+ lineal feet, terminating at a proposed cleanout.

Scheidleman is the apparent low bidder, with a bid of \$16,012.20 being 40.3% less than the engineer's estimate of \$26,840.00.

Because of the limited time in the construction season and the schedule of the contractor, the Board of Public Works respectfully requests "Prior Approval". Special Ordinance for formal approval will be submitted in the near future.

Sincerely,

BOARD OF PUBLIC WORKS


Thomas W. Latchem, Chairman

CITY OF FORT WAYNE


Win Moses, Jr., Mayor

The Common Council

December 8, 1981

Page 2

approved:

Paula B. Smith Samuel J. Talarico Vivian L. Schmidt
Ray A. Clark Ray A. Schaefer
Q. B. Schmidt Mark E. G. Smith John R.

Attest:

Charles W. Westerman
Charles Westerman, City Clerk

CONTRACTOR -----				Scheidleman Excavating		Earth Const. & Eng. Inc.		Lengacher Const.Co.Inc.		John Dehner, Inc.	
CERTIFIED CHECK		EQUAL EMPLOYMENT STATEMENT		Cert.		Cert.				Cert.	
NON-COLLUSION AFFIDAVIT				x		x		x		x	
BID BOND				x		x		x		x	
FINANCIAL STATEMENT				Cert.		Cert.		x		Cert.	
DESCRIPTION		UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1	8" Sewer Pipe	720± LF		\$ 11.36	\$ 8,179.20	\$ 9.40	\$ 6,768.00	\$ 10.20	\$ 7,344.00	\$ 12.47	\$ 8,978.40
2	Type I-A Manhole	3± EA		814.00	2,442.00	1,125.00	3,375.00	1,200.00	3,600.00	900.00	2,700.00
3	Standard Cleanout	2± EA		55.00	110.00	225.00	450.00	225.00	* 450.00 675.00	400.00	800.00
4	4" Tap Ext. to PL Including Permit	12± EA		80.60	967.20	265.00	3,180.00	170.00	2,040.00	200.00	2,400.00
5	6"-6" Field Tile Replacement	50± LF		1.00	50.00	10.50	525.00	6.00	300.00	8.90	445.00
6	Double Chip and Seal	660± SY		1.93	1,273.80	1.60	1,056.00	2.50	1,650.00	3.75	2,475.00
7	Stone Driveway	30± Tons		5.70	171.00	6.40	192.00	6.50	195.00	9.00	270.00
8	4" Asphalt Drive	10± SY		16.50	165.00	10.50	105.00	15.00	150.00	22.00	220.00
9	Seeding & 2" Mulch	2200± SY		0.25	550.00	0.60	1,320.00	1.00	2,200.00	0.35	770.00
10	Special Backfill	150± CY		8.25	1,237.50	5.70	855.00	7.50	1,125.00	10.50	1,575.00
11	Special #73 Backfill	35± CY		12.50	437.50	7.50	262.50	10.00	350.00	15.50	542.50
12	4" HAC Base for Trench Cut	30± SY		14.30	429.00	10.50	315.00			22.00	660.00
CONTRACTOR'S TOTAL BID			\$26,840.00		16,012.20		18,403.50		* 19,404.09		21,835.90
ADVERTISING COST			40.00								
Connection Fees due Res.62-381-44			12,000.00								
HIGHWAY PERMITS			100.00								
INSPECTION & ENGINEERING			3,000.00								
MU-SE TOTAL ESTIMATE			41,980.00								

CONTRACTOR -----		Bercot, Inc.		T-G Excavating, Inc.		Moellering Const. Co.		L.W. Dailey,	
CERTIFIED CHECK	EQUAL EMPLOYMENT STATEMENT		Cert.		Cert.		Cert.		
NON-COLLUSION AFFIDAVIT		x		x		x		x	
BID BOND		x		x		x		x	
FINANCIAL STATEMENT		Cert.		Cert.		Cert.		Cert.	

	DESCRIPTION	UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1	8" Sewer Pipe	720± LF		\$ 12.00	\$ 8,640.00	\$ 15.34	\$ 11,044.80	\$ 16.00	\$ 11,520.00	\$ 16.30	11,736.00
2	Type I-A Manhole	3± EA		1,100.00	3,300.00	987.00	2,961.00	800.00	2,400.00	100.00	3,000.00
3	Standard Cleanout	2± EA		350.00	700.00	225.00	450.00	140.00	280.00	350.00	700.00
4	6" Tap Ext. to PL Including Permit	12± EA		280.00	3,360.00	190.00	2,280.00	245.00	2,940.00	255.00	3,060.00
5	4"-6" Field Tile Replacement	50± LF		10.00	500.00	9.40	470.00	5.80	290.00	10.00	500.00
6	Double Chip & Seal	660± SY		2.00	1,320.00	2.10	1,386.00	2.25	1,485.00	2.00	1,320.00
7	Stone Driveways	30± Tons		10.00	300.00	6.85	205.50	10.30	309.00	9.00	270.00
8	4" Asphalt Drive	10± SY		20.00	200.00	11.00	110.00	40.00	400.00	11.00	110.00
9	Seeding & 2" Mulch	2200± SY		0.50	1,100.00	0.68	1,496.00	0.54	1,188.00	0.50	1,100.00
10	Special Backfill	150± CY		10.00	1,500.00	6.70	1,005.00	9.60	1,440.00	8.50	1,275.00
11	Special #73 Backfill	35± CY		12.00	420.00	12.90	451.50	12.00	420.00	12.50	437.50
12	4" HAC Base for Trench Cut	30± SY		20.00	600.00	11.00	330.00	18.80	564.00	11.00	330.00
	CONTRACTOR'S TOTAL BID		26,840.00		21,940.00		22,189.80		23,236.00		23,838.50
	ADVERTISING COST		40.00								
	Connection Fee due Res. 62-381-44		12,000.00								
	HIGHWAY PERMITS		100.00								
	INSPECTION & ENGINEERING		3,000.00								
	MU-SE TOTAL ESTIMATE		41,980.00								

CONTRACTOR -----		Brooks Constr. Co.		All Star Constr.							
CERTIFIED CHECK	EQUAL EMPLOYMENT STATEMENT		Cert.		Cert.						
NON-COLLUSION AFFIDAVIT		x		x							
BID BOND		x		x							
FINANCIAL STATEMENT		Cert.		Cert.							
DESCRIPTION		UNITS	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION	U.P.	EXTENSION
1	8" Sewer Pipe	720± LF		14.92	10,742.40	22.00	15,840.00				
2	Type I-A Manhole	3± EA		1,251.50	3,772.50	1,200.00	3,600.00				
3	Standard Cleanout	2± EA		215.00	430.00	450.00	900.00				
4	6" Tax Ext. @ PL Including Permit	12± EA		280.00	3,360.00	170.00	2,040.00				
5	4"-6" Field Tile Replacement	50± EA		10.00	500.00	10.00	500.00				
6	Double Chip and Seal	660± SY		2.50	1,650.00	1.90	1,254.00				
7	Stone Driveway	30± Tons		8.00	240.00	7.00	210.00				
8	4" Asphalt Drive	10± SY		20.00	200.00	20.00	200.00				
9	Seeding & 2" Mulch	2200± SY		0.75	1,650.00	1.00	2,200.00				
10	Special Backfill	150± CY		12.00	1,800.00	8.50	1,275.00				
11	Special #73 Backfill	35± CY		12.00	420.00	10.00	350.00				
12	4" HAC Base for Trench Cut	30± SY		20.00	600.00	14.00	420.00				
CONTRACTOR'S TOTAL BID			26,840.00		25,364.90		28,789.00				
ADVERTISING COST			40.00								
Connection Fee due Res. 62-381-44			12,000.00								
HIGHWAY PERMITS			100.00								
INSPECTION & ENGINEERING			3,000.00								
MU-SE TOTAL ESTIMATE			41,980.00								

TITLE OF ORDINANCE Sewer Improvement Resolution 353-81, Idlewood Drive Sanitary Sewer

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-81-12-40

SYNOPSIS OF ORDINANCE Sewer Improvement Resolution 353-81, Idlewood Drive Sanitary Sewer,

Scheidleman Excavating, Inc. awarded the contract. Main Line - Beginning at a proposed
sanitary sewer manhole over an existing 8" sanitary sewer located 17+ feet east of the North
west corner of the south half of Lot 13 of Wayne Haven Addition as recorded by Plat Book 6
page 61, thence south parallel with the west line of said Lot 13, 224+ lineal feet, thence
south parallel with the west line of said Lot 13, 224+ lineal feet, thence east along a line
16+ feet south of and parallel to Idlewood Drive 193+ lineal feet to proposed Manhole #3.
LATERAL A - Beginning at the above described Manhole #3, thence north along a line 152.5+
feet west of and parallel with the centerline of Sheridan Road 165+ lineal feet, terminat-
ing at a proposed cleanout. Lateral B - Beginning at the above described Manhole #3, thence
south along a line 152.5 + feet west of and parallel with the centerline of Sheridan Road
155+ lineal feet, terminating at a proposed cleanout.

PRIOR APPROVAL ACQUIRED DECEMBER 8, 1981

EFFECT OF PASSAGE The construction of a sanitary sewer in the Idlewood Drive area

EFFECT OF NON-PASSAGE The above described project cannot be completed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$16,012.20 to be paid for by
City Utilities.

ASSIGNED TO COMMITTEE